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13 **UNITED STATES BANKRUPTCY COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION**

15 In re
16 EVANDER FRANK KANE,
17
18 Debtor.

CASE NO. 21-50028 SLJ

Chapter 7

**DECLARATION OF ANDREW J.
GHEKAS IN SUPPORT OF
CENTENNIAL BANK'S MOTION TO
DISMISS CASE AS A BAD FAITH
FILING PURSUANT TO SECTION 707(a)**

**Date: August 17, 2021
Time: 2:00 PM
Place: Via Zoom Video Conference
Judge: Hon. Stephen L. Johnson**

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24 I, Andrew J. Ghekas, know the following matters to be true of my own, personal knowledge
25 and, if called as a witness, could and would testify competently thereto:

26 1. I am a member of the State Bar of Florida in good standing and am admitted *pro hac*
27 *vice* to practice before this Court in this case. I am a partner employed by Anthony & Partners,
28 LLC, counsel of record for creditor Centennial Bank ("Centennial"). This declaration is offered in

1 support of “Centennial Bank’s Motion to Dismiss Case as a Bad Faith Filing Pursuant to Section
2 707(a)” (the “Dismissal Motion”) regarding Debtor Evander Kane’s (“Kane”) Chapter 7 bankruptcy
3 case (this “Liquidation”), that is being filed contemporaneously with this declaration.

4 2. Centennial is scheduled as a secured creditor in the amount of \$8,360,000 [Doc. 18,
5 Schedule D, Creditor No. 2.3]. Centennial has filed its “Proof of Claim” (the “Centennial
6 Obligation”) [POC 5] on March 18, 2021.

7 3. I am one of the custodians of records related to this matter, including documents
8 which are referred to or attached as exhibits to the Dismissal Motion (collectively, the
9 “Documents”). I have personally worked on each of these Documents or received them by e-mail
10 or other electronic means, and saved and retained them on the Anthony & Partners’ servers in the
11 ordinary course of business. I have personal knowledge of the making and/or transmitting of the
12 Documents referenced and/or attached as exhibits to the Dismissal Motion, including files stored
13 electronically. These files were made and/or transmitted at or near the time of the events recorded.
14 And, these files were and have been kept and maintained in the ordinary course of a regularly
15 conducted business activity, at or near the time of the acts, conditions, or events to which they relate.
16 Any such file was made and/or transmitted in the ordinary course of business by a person who had
17 personal knowledge of the event being recorded and had or has a business duty to record accurately
18 such event.

19 4. On February 3, 2021, I attended and participated in, via telephone, the Debtor’s 341
20 initial meeting of creditors (the “341 Meeting”). I requested that my office obtain a certified copy
21 of the transcript of the 341 Meeting, and on April 21, 2021, my office received a certified copy of
22 the 341 Meeting transcript. True and correct portions of that transcript are attached to the Dismissal
23 Motion as Exhibits F and H.

24 5. On March 24, 2021, and pursuant to the “Order Approving Stipulation Regarding
25 Centennial Bank Rule 2004 Examination” (the “2004 Examination Stipulation”) [Doc. 61], I
26 conducted a Rule 2004 examination (the “2004 Examination”) of Kane. During the 2004
27 Examination, I asked Kane, and Kane answered under oath, a series of questions regarding his
28 bankruptcy filing, schedules, income, expenses, bank statements, business activities, liabilities, and

1 the Kane's intentions surrounding his professional ice hockey career. The 2004 Examination was
2 attended and transcribed by Melanie Keefe, FPR and Notary Republic for the State of Florida at
3 Large, with Regency Reporting Service, Inc. After the 2004 Examination concluded, I requested
4 that my office obtain a certified copy of the transcript of the same, and on May 8, 2021, I received
5 via e-mail a certified copy of the 2004 Examination transcript. True and correct portions of that
6 transcript are attached to the Dismissal Motion as Exhibits E, G, I, L, and N.

7 6. Also, in connection with the 2004 Examination Stipulation, the Debtor via counsel
8 produced certain documentation to the undersigned on March 19, 2021. The documents were
9 produced via a DropBox link. On March 22, 2021, I accessed the DropBox link provided by counsel
10 for the Debtor and proceeded to download the documents and save the same onto Anthony &
11 Partners' server. Copies of (i) the bank statements associated with the Debtor's Wells Fargo
12 checking account [attached as Exhibits A and K to the Dismissal Motion], (ii) credit card statements
13 associated with the Debtor's Royal Bank of Canada credit card [attached as Exhibit M to the
14 Dismissal Motion], (iii) paystubs from the San Jose Sharks for the months of January and February
15 2021 [attached as Exhibit J to the Dismissal Motion], and (iv) the Debtor's unexpired leases with
16 Mercedes Benz of Oakland [attached as Exhibit F to the Dismissal Motion], were all amongst the
17 documents contained on the DropBox link and produced by the Debtor. Each of these documents
18 were also identified by the Debtor at his 2004 Examination.

19 7. In connection with our firms representation of Centennial in this Liquidation, our
20 firm was provided, inter alia, the documents identified as the "Player's Contract" [Exhibit B to the
21 Dismissal Motion], "Original Security Agreement" [Exhibit C to the Dismissal Motion], and
22 "Garnishment Waiver" [Exhibit D to the Dismissal Motion]. These documents were provided via
23 a share file, and I directed my office to access the same and download and save these documents
24 onto Anthony & Partners' server. Both the Original Security Agreement and Player's Contract were
25 utilized by me during the 2004 Examination, with Kane identifying both documents. True and
26 correct copies of these documents have been attached to the Dismissal Motion as identified in this
27 paragraph.

28 I declare under penalty of perjury of the laws of the United States that the foregoing is true

1 and correct, and that this declaration was executed on this 25th day of June, 2021, at Tampa, Florida.

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/s/ Andrew J. Ghekas

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Andrew J. Ghekas

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